

**Bruno's Supermarkets, LLC  
Exhibit 1A**

| Store List |             |          |               |              |  |              |       |       |                                |
|------------|-------------|----------|---------------|--------------|--|--------------|-------|-------|--------------------------------|
| Location # | Store Group | Pharmacy | Location Type | Name         | Address                                | City         | State | Zip   | Average 49,911 Selling Sq Feet |
| 4          |             | Pharmacy | BR            | Birmingham   | 100 Inverness Corners                  | Birmingham   | AL    | 35242 | 53,748                         |
| 8          |             | Pharmacy | BR            | Birmingham   | 1533 Montclair Road                    | Birmingham   | AL    | 35210 | 53,748                         |
| 9          |             | Pharmacy | BR            | Hoover       | 1561 Montgomery Hwy                    | Hoover       | AL    | 35216 | 53,748                         |
| 19         |             | Pharmacy | FM            | Northport    | 5510 McFarland Blvd                    | Northport    | AL    | 35476 | 59,900                         |
| 21         |             | no       | FW            | Gardendale   | 1309 Decatur Highway                   | Gardendale   | AL    | 35071 | 57,092                         |
| 35         |             | no       | FW            | Gadsden      | 3100 E Meighan Blvd                    | Gadsden      | AL    | 35903 | 42,848                         |
| 50         |             | Pharmacy | FW            | Pell City    | 613 Martin St North                    | Pell City    | AL    | 35125 | 57,718                         |
| 68         |             | Pharmacy | FW            | Sylacauga    | 1301 Ft. Williams                      | Sylacauga    | AL    | 35150 | 34,000                         |
| 72         |             | no       | FW            | Birmingham   | 9096 Parkway East                      | Birmingham   | AL    | 35215 | 65,343                         |
| 122        |             | Pharmacy | FW            | Dora         | 2221 Highway 78 Midway Plaza           | Dora         | AL    | 35062 | 45,720                         |
| 137        |             | Pharmacy | FW            | Demopolis    | 521 Highway 80 East                    | Demopolis    | AL    | 36732 | 49,185                         |
| 222        |             | Pharmacy | FW            | Monroeville  | 512 Pike St                            | Monroeville  | AL    | 36460 | 35,720                         |
| 225        |             | no       | FW            | Jasper       | 714 Highway 78 East                    | Jasper       | AL    | 35501 | 60,370                         |
| 231        |             | no       | BR            | Montgomery   | 1635 Perry Hill Rd                     | Montgomery   | AL    | 36106 | 51,348                         |
| 240        |             | Pharmacy | FM            | Oxford       | 828 Quintard Ave                       | Oxford       | AL    | 36203 | 35,326                         |
| 245        |             | Pharmacy | FW            | Prattville   | 1860 East Main St                      | Prattville   | AL    | 36066 | 53,284                         |
| 248        |             | Pharmacy | BR            | Birmingham   | 335 Summit Blvd.                       | Birmingham   | AL    | 35243 | 54,975                         |
| 252        |             | Pharmacy | BR            | Birmingham   | 2250 Highway 150                       | Birmingham   | AL    | 35244 | 53,270                         |
| 253        |             | Pharmacy | FW            | McCalla      | 4750 Eastern Valley Road               | McCalla      | AL    | 35111 | 43,442                         |
| 307        |             | no       | BR            | Orange Beach | 25241 Perdido BLVD (Mail: PO Box 1000) | Orange Beach | AL    | 36561 | 55,967                         |
| 327        |             | no       | BR            | Mobile       | 2370 Hillcrest Rd                      | Mobile       | AL    | 36695 | 53,835                         |
| 371        |             | no       | BR            | San Destin   | 65 Poincianna Blvd                     | San Destin   | FL    | 32541 | 51,258                         |
| 374        |             | no       | BR            | Gulf Breeze  | 334 Gulf Breeze Parkway                | Gulf Breeze  | FL    | 32561 | 45,490                         |
| 586        |             | Pharmacy | FW            | Moody        | 1005 Crossroads Plaza Dr               | Moody        | AL    | 35004 | 43,700                         |
| 595        |             | no       | BR            | Montgomery   | 9168 East Chase Parkway                | Montgomery   | AL    | 36117 | 53,400                         |

**Bruno's Supermarkets, LLC**  
**Exhibit 3.3(b)**

**Merchandise Threshold Schedule**

| <b>Cost<br/>Value</b> | <b>Adjustment<br/>Points</b> | <b>Adjusted<br/>Guaranty</b> |
|-----------------------|------------------------------|------------------------------|
| 17,700,000            | 0.28%                        | 72.54%                       |
| 17,600,000            | 0.28%                        | 72.82%                       |
| 17,500,000            | 0.28%                        | 73.10%                       |
| 17,400,000            | 0.29%                        | 73.38%                       |
| 17,300,000            | 0.29%                        | 73.67%                       |
| 17,200,000            | 0.29%                        | 73.96%                       |
| 17,100,000            | 0.30%                        | 74.25%                       |
| 17,000,000            | 0.30%                        | 74.55%                       |
| 16,900,000            | 0.30%                        | 74.85%                       |
| 16,800,000            | 0.30%                        | 75.15%                       |
| 16,700,000            | 0.31%                        | 75.45%                       |
| 16,600,000            | 0.31%                        | 75.76%                       |
| 16,500,000            | 0.31%                        | 76.07%                       |
| 16,400,000            | 0.31%                        | 76.38%                       |
| 16,300,000            | 0.31%                        | 76.69%                       |
| 16,200,000            |                              | 77.00%                       |
| 14,500,000            |                              | 77.00%                       |
| 14,400,000            | 0.21%                        | 76.79%                       |
| 14,300,000            | 0.21%                        | 76.58%                       |
| 14,200,000            | 0.21%                        | 76.37%                       |
| 14,100,000            | 0.21%                        | 76.16%                       |
| 14,000,000            | 0.21%                        | 75.95%                       |
| 13,900,000            | 0.22%                        | 75.73%                       |
| 13,800,000            | 0.22%                        | 75.51%                       |
| 13,700,000            | 0.22%                        | 75.29%                       |
| 13,600,000            | 0.22%                        | 75.07%                       |
| 13,500,000            | 0.22%                        | 74.85%                       |
| 13,400,000            | 0.23%                        | 74.62%                       |
| 13,300,000            | 0.23%                        | 74.39%                       |
| 13,200,000            | 0.23%                        | 74.16%                       |
| 13,100,000            | 0.23%                        | 73.93%                       |
| 13,000,000            | 0.23%                        | 73.70%                       |

**Note(s):**

*Adjustments between the increments shall be on a prorata basis.*

*Adjustments below \$13,000,000 & above \$17,700,000 to be mutually agreed upon.*

Bruno's Supermarkets, LLC  
Exhibit 4.1(a)

Occupancy Expenses

| Store # | Store Name     | Per Diem    |             |        |         |          |          |           |        |         |           |           |          |           |         | TOTAL       |          |           | Total |
|---------|----------------|-------------|-------------|--------|---------|----------|----------|-----------|--------|---------|-----------|-----------|----------|-----------|---------|-------------|----------|-----------|-------|
|         |                | COMMON AREA | MAINTENANCE | RENT   | EXPENSE | CLEANING | SERVICES | EQUIPMENT | RENT   | GENERAL | LIABILITY | INSURANCE | PROPERTY | INSURANCE | TAXES & | REAL ESTATE | SECURITY | REPAIRS & |       |
|         |                |             |             |        |         |          |          |           |        |         |           |           |          |           |         |             |          |           |       |
| 4       | Birmingham     | 25          | 893         | 146    | 152     | 10       | 10       | 61        | 36     | 155     | 184       | 184       | 242      | 885       | 37      | 2,553       |          |           |       |
| 8       | Birmingham     | 134         | 262         | 146    | 162     | 13       | 14       | 81        | 30     | 209     | 175       | 184       | 242      | 846       | 39      | 2,585       |          |           |       |
| 19      | Northport      | 52          | 2,055       | 139    | 139     | 11       | 11       | 70        | 29     | 142     | 87        | 87        | 333      | 897       | 68      | 2,634       |          |           |       |
| 21      | Gardendale     | 37          | 2,188       | 85     | 85      | 4        | 4        | 35        | 20     | 168     | 85        | 85        | 325      | 851       | 45      | 3,537       |          |           |       |
| 35      | Gadsden        | 81          | 1,365       | 139    | 139     | 13       | 13       | 78        | 29     | 58      | -         | -         | 140      | 653       | 25      | 3,943       |          |           |       |
| 50      | Pell City      | 13          | 457         | 87     | 87      | 11       | 11       | 65        | 12     | 102     | 47        | 47        | 280      | 913       | 21      | 2,412       |          |           |       |
| 68      | Sylacauga      | 19          | 974         | 152    | 152     | 12       | 12       | 41        | 41     | 148     | 37        | 37        | 221      | 565       | 42      | 1,692       |          |           |       |
| 72      | Birmingham     | 81          | 1,157       | 70     | 70      | 5        | 5        | 51        | 41     | 37      | 231       | 81        | 129      | 882       | 34      | 2,345       |          |           |       |
| 122     | Dore           | 86          | 2,257       | 157    | 157     | 21       | 21       | 71        | 30     | 94      | 65        | 65        | 244      | 950       | 12      | 3,949       |          |           |       |
| 137     | Demopolis      | 81          | 412         | 122    | 122     | 5        | 5        | 70        | 41     | 46      | 36        | 36        | 200      | 823       | 47      | 3,949       |          |           |       |
| 222     | Montgomery     | 128         | 1,415       | 114    | 114     | 11       | 11       | 59        | 28     | 69      | 92        | 92        | 254      | 661       | 24      | 1,623       |          |           |       |
| 225     | Jasper         | 58          | 1,058       | 104    | 104     | 12       | 12       | 62        | 110    | 241     | 70        | 70        | 269      | 977       | 31      | 3,186       |          |           |       |
| 240     | Okmulgee       | 51          | 679         | 157    | 157     | 5        | 5        | 67        | 18     | 93      | 67        | 67        | 190      | 779       | 31      | 2,768       |          |           |       |
| 245     | Prattville     | 201         | 2,307       | 140    | 140     | 11       | 11       | 76        | 508    | 206     | 65        | 65        | 206      | 606       | 31      | 1,909       |          |           |       |
| 252     | Birmingham     | 73          | -           | 143    | 143     | 6        | 6        | 88        | 21     | 230     | 47        | 47        | 458      | 888       | 74      | 4,752       |          |           |       |
| 253     | McCalla        | 66          | 1,337       | 108    | 108     | 12       | 12       | 108       | 24     | 190     | 266       | 266       | 220      | 721       | 58      | 1,955       |          |           |       |
| 337     | Orange Beach   | 11          | 1,545       | 163    | 163     | 5        | 5        | 105       | 329    | 45      | 120       | 120       | 227      | 997       | 39      | 3,086       |          |           |       |
| 371     | Mobile         | 23          | 1,363       | 131    | 131     | 6        | 6        | 70        | 100    | 81      | 147       | 147       | 190      | 833       | 23      | 3,026       |          |           |       |
| 374     | San Destin     | 49          | 887         | 150    | 150     | 9        | 9        | 60        | 100    | 43      | 83        | 83        | 245      | 930       | 35      | 3,026       |          |           |       |
| 555     | Gulf Breeze    | 30          | 1,283       | 138    | 138     | 4        | 4        | 71        | 302    | 27      | 149       | 149       | 228      | 700       | 43      | 3,175       |          |           |       |
| 555     | Montgomery     | 40          | 1,003       | 124    | 124     | 11       | 11       | 78        | 49     | 104     | 66        | 66        | 264      | 929       | 51      | 2,053       |          |           |       |
| 25      | Total          | 1,510       | 26,314      | 3,357  | 267     | 1,805    | 2,128    | 3,282     | 2,765  | 313     | 6,601     | 26,729    | 939      | 69,930    |         | 489,511     |          |           |       |
|         | Per Store Week | 10,570      | 184,197     | 23,499 | 1,871   | 12,636   | 14,896   | 22,417    | 19,353 | 2,189   | 46,204    | 145,106   | 6,575    | 1,580     |         | 15,580      |          |           |       |
|         | Per Store Week | 423         | 7,368       | 940    | 75      | 505      | 596      | 897       | 774    | 88      | 1,848     | 5,804     | 263      | 19,580    |         |             |          |           |       |

**Bruno's Supermarkets, LLC**  
**Exhibit 5.2**

|                                 |
|---------------------------------|
| <b>Cost Value by Department</b> |
|---------------------------------|

| <b>DeptName</b>     | <b>Retail Captured<br/>During the Gross<br/>Rings Period</b> | <b>Cost Factor<br/>Applied to Retail<br/>Captured During<br/>the Gross Rings<br/>Period</b> |
|---------------------|--|---|
| Bakery              | Retail   | 33.9%   |
| Deli                | Retail   | 56.6%   |
| Floral              | Retail   | 54.8%   |
| General Merchandise | Retail   | 63.9%   |
| Grocery             | Retail   | 70.0%   |
| Meat                | Retail   | 70.2%   |
| Produce             | Retail   | 50.9%   |
| Seafood             | Retail   | 64.7%   |

For example, if the Retail captured during the Gross Rings period was \$5.0M in Grocery, then the Cost Value would be calculated as follows:  $\$5.0\text{M} \times 70.0\% = \$3.5\text{M}$ .

**Bruno's Supermarkets, LLC**  
**Exhibit 11.1(p)**

**Cost Factor by Department**

| <b>Department<br/>#</b> | <b>Department<br/>Name</b> | <b>Cost<br/>Factor</b> |
|-------------------------|----------------------------|------------------------|
| 1                       | Bakery                     | 33.9%                  |
| 2                       | Deli                       | 56.6%                  |
| 3                       | Floral                     | 54.8%                  |
| 4                       | General Mdse               | 63.9%                  |
| 5                       | Grocery                    | 70.0%                  |
| 6                       | Meat                       | 70.2%                  |
| 7                       | Produce                    | 50.9%                  |
| 8                       | Seafood                    | 64.7%                  |
| Total                   |                            | 65.5%                  |

**Bruno's Supermarkets, LLC**  
**Exhibit 11.1(p)(i)**

| Cost Factor   |                   |                   |
|---------------|-------------------|-------------------|
| Cost Factor   | Adjustment Points | Adjusted Guaranty |
| <b>65.50%</b> |                   | <b>77.00%</b>     |
| 65.60%        | 0.17%             | 76.83%            |
| 65.70%        | 0.17%             | 76.66%            |
| 65.80%        | 0.17%             | 76.49%            |
| 65.90%        | 0.16%             | 76.33%            |
| 66.00%        | 0.16%             | 76.17%            |
| 66.10%        | 0.16%             | 76.01%            |
| 66.20%        | 0.16%             | 75.85%            |
| 66.30%        | 0.16%             | 75.69%            |
| 66.40%        | 0.15%             | 75.54%            |
| 66.50%        | 0.15%             | 75.39%            |
| 66.60%        | 0.15%             | 75.24%            |
| 66.70%        | 0.15%             | 75.09%            |
| 66.80%        | 0.15%             | 74.94%            |
| 66.90%        | 0.15%             | 74.79%            |
| 67.00%        | 0.14%             | 74.65%            |
| 67.10%        | 0.14%             | 74.51%            |
| 67.20%        | 0.14%             | 74.37%            |
| 67.30%        | 0.14%             | 74.23%            |
| 67.40%        | 0.14%             | 74.09%            |
| 67.50%        | 0.14%             | 73.95%            |

## STORE CLOSING GUIDELINES

The following procedures shall apply to the Sale<sup>1</sup> to be held at the closing Stores and the disposal of the FF&E in the closing Stores:

1. The Sale shall be conducted so that the closing Stores in which sales are to occur remain open no longer than the normal hours of operation provided for in the respective leases or other occupancy agreements for the closing Stores.

2. The Sale shall be conducted in accordance with applicable state and local "Blue Laws," and thus, where applicable, no Sale shall be conducted on Sunday unless the Merchant had been operating such Stores on a Sunday.

3. All display and hanging signs used by the Merchant and the Agent in connection with Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. The Merchant and the Agent may advertise the Sale as a "sale on everything", "store closing", or similar theme sale at the closing Stores as provided by the Agreement. The Merchant and the Agent shall not use neon or day-glo signs. Furthermore, with respect to enclosed mall locations no exterior signs or signs in common areas of a mall shall be used. Nothing contained herein shall be construed to create or impose upon the Merchant and the Agent any additional restrictions not contained in the applicable lease or other occupancy agreement. In addition, the Merchant and the Agent shall be permitted to utilize exterior banners at (i) non-enclosed mall Stores, and (ii) enclosed mall Stores to the extent the applicable Store entrance does not require entry into the enclosed mall common area; provided, however, that such banners shall be located or hung so as to make clear that the Sale is being conducted only at the affected store, shall not be wider than the closing Storefront of the closing Store, and shall not be larger than 4 feet by 40 feet. In addition, the Merchant and the Agent shall be permitted to utilize sign walkers and street signage, notwithstanding any state, county or local law or ordinance; provided however the use of sign walkers and use of street signage shall be done in a safe manner and shall not be permitted on mall or shopping center property.

4. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are "final" and that customers with any questions or complaints subsequent to the conclusion of the Sale may contact a named representative of the Merchant or the Agent at a specified telephone number. Conspicuous signage shall be posted in the cash register area of each Store to the effect that the manufacturer's warranty, if any, may still exist and customers should consult the packaging materials to see what, if any, manufacturer's warranties are available.

5. Within a "Shopping Center", the Agent shall not distribute handbills, leaflets or other written materials to customers outside of any of the closing Stores, unless permitted by the applicable lease or, if distribution is customary in the shopping center in which the closing Store is located. Otherwise, the Agent may solicit customers in the closing Stores themselves. The Agent shall not use any flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable lease or agreed to by the landlord.

6. At the conclusion of the Sale, Agent shall vacate the closing Stores in "broom-clean" condition, and shall otherwise leave the closing Stores in the same condition as on the commencement of the Sale, ordinary wear and tear excepted; provided, however, that the Merchant and Agent hereby do not

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

undertake any greater obligation than as set forth in an applicable lease with respect to a Store. The Merchant may abandon any FF&E or other materials (the "Abandoned Property") not sold in the Sale at the closing Store premises at the conclusion of the Sale. Any Abandoned Property left in a Store after a lease is rejected shall be deemed abandoned with the landlord having the right to dispose of the same as the landlord chooses without any liability whatsoever on the part of the landlord to any party and without waiver of any damage claims against the Merchant.

7. Subject to the provisions of the Agreement, the Agent shall have the right to sell FF&E located in the closing Stores. The Agent may advertise the sale of the FF&E consistent with the guidelines provided in paragraphs 4 and 6 hereof. Additionally, the purchasers of any FF&E sold during the Sale shall only be permitted to remove the FF&E either through the back shipping areas or through other areas after store business hours unless otherwise agreed by on-site mall management. For the avoidance of doubt, as of the Sale Termination Date, Agent may abandon, in place, and without further responsibility, any unsold FF&E located at the closing Stores; provided that any abandonment of the FF&E by the Debtor's shall only be authorized by order of the Court.

8. The Agent shall not make any alterations to interior or exterior Store lighting. No property of any landlord of a Store shall be removed or sold during the Sale. The hanging of exterior banners or other signage shall not constitute an alteration to a Store.

9. At the conclusion of the Sale at each Store, pending assumption or rejection of applicable leases, the landlords of the closing Stores shall have reasonable access to the closing Store premises as set forth in the applicable leases. The Merchant, the Agent and their agents and representatives shall continue to have exclusive and unfettered access to the closing Stores.

10. Post-petition obligations shall be paid by the Merchant as required by the Bankruptcy Code until the rejection or assumption and assignment of each lease.

11. The rights of the landlords for any damages to the closing Stores shall be reserved in accordance with the applicable leases, and subject to the jurisdiction of the Court.

12. The Merchant shall notify a representative of the relevant landlord of the date on which the Sale is scheduled to conclude at a given Store, within three business days of the Merchant's receipt of such notice from the Agent.

13. To the extent that any Store landlord affected hereby contends that the Merchant is in breach or default under these Store Closing Guidelines, such landlord shall provide at least five (5) days' written notice, served by facsimile and overnight delivery, on the Merchant and the Merchant's counsel, and the Agent, at the following facsimile numbers and addresses:



If to the Merchant:

With a copy to:

If to the Agent:

Hilco Merchant Resources, LLC  
One Northbrook Place  
5 Revere Drive  
Suite 206  
Northbrook, IL 60062  
Attn: Joseph Malfitano  
Assistant General Counsel  
Tel: (847) 504-3257  
Fax: (847) 897-0868

If the parties are unable to resolve the dispute between themselves, either the landlord or the Merchant shall have the right to schedule a "status hearing" before the Bankruptcy Court on no less than five (5) days notice to the other parties.